

FMC AGREEMENT NO. 012067-017
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U.S. SUPPLEMENTAL AGREEMENT
TO HLC AGREEMENT
FMC AGREEMENT NO. 012067-017
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7. Effective Date. This Agreement in its original form became effective on May 24, 2009, the date of its effective under the U.S. Shipping Act of 1984. ~~shall become effective on the date of its effectiveness under the U.S. Shipping Act of 1984, and from and after that date the HLC Agreement may include U.S. Trades within its geographic scope.~~

IN WITNESS WHEREOF, this modified and restated Agreement has been executed by the undersigned as of November 2, 2016 and shall become effective on the date of its effectiveness under the U.S. Shipping Act of 1984.

EACH OF THE CARRIERS
NAMED IN APPENDIX A

By _____
Wade S. Hooker
Attorney-in-Fact

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ARTICLE 6 – STRUCTURE AND PROCEDURES

(a) Each carrier member of the Council shall be represented by one representative who shall be the member's chief executive officer, managing director or other person at the highest management level of the carrier member or its heavy lift division (the member's "Representative"). The Representative of any carrier member may be accompanied by one or more non-voting officers or directors of the carrier member.

(b) An Executive Committee ("Committee"), consisting of not less than four (4) nor more than five (5) ~~thirty-five percent (35%)~~ of the Council's carrier members shall be established to direct the affairs of the Council. Each member of the Executive Committee shall be elected by majority vote of the carrier members and shall hold office throughout the duration of this Agreement or for a term that may be established by the Council. The Committee shall schedule and arrange for Council meetings, establish the agenda for all meetings, and approve and arrange payment of any expenses under this Agreement.

(c) A Chairman of the Executive Committee shall be elected by the vote of a majority of the Council. The Chairman may call meetings of the Council and Executive Committee, shall preside at such meetings, and shall represent the Council before Governmental and other bodies.

(d) The Chairman shall nominate a Secretary, who is not required to be a Representative. Any nominated Secretary must be approved by a majority of the carrier members. The Secretary shall conduct correspondence on behalf of the Council, shall coordinate with legal counsel, shall keep minutes of meetings of the Council and Executive Committee, shall circulate minutes to carrier members, and shall file or delegate the filing of any minutes or other documents required by any governmental body.

(e) The Council or Executive Committee may establish such other committees as it shall deem appropriate with jurisdiction over a trade or subject covered by this Agreement, with such duties and subject to such conditions as the Council or Executive Committee may specify. The members and chairman of each such committee shall be appointed by the Council, Executive Committee or Chairman. Subject to the foregoing, each committee may select a chairman and establish procedures for its meetings and activities.

(f) Meetings of the Council and any committee shall be convened at the call of its chairman or a majority of its members, with appropriate notice as to time and location. It shall not be necessary to circulate an agenda for any meeting. At all meetings, a quorum shall consist of a majority of the total number of carrier members of the Council or committee. Except as otherwise specified, at any meeting at which a quorum is present, action may be taken by majority vote of those present.

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Appendix "A"

Austral Asia Line Pte. Ltd.
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20-01 Suntec Tower 2
Singapore 038989

~~AAL/Schoeller Holdings Ltd.~~
~~Columbia House~~
~~P.O. Box 51624 — CY Dodekanison~~
~~Limassol, CYPRUS~~

Asia Break Bulk (Singapore) Pte. Ltd.
3 Phillip St. # 12-02
048693 SINGAPORE

BBC Chartering Carriers GmbH & Co. KG¹
Hafenstrasse 12
D-2678 Leer, GERMANY

BBC Chartering & Logistic GmbH & Co. KG¹
Hafenstrasse 12
D-2678 Leer, GERMANY

Chipolbrok (Chinese-Polish Joint Stock Shipping Company)
55 Yanan Road East
Post Code 200002
Shanghai, CHINA

J. Poulsen Shipping A/S
Batterivej 7-11
4220 Korsoer, DENMARK

~~Hansa Heavy Lift GmbH~~
~~Oberbaumbrücke 1~~
~~20457 Hamburg, GERMANY~~

Hanssy Shipping Pte. Ltd.
1 Temasek Avenue, #24-05
Millennia Tower
039192 SINGAPORE

¹ BBC Chartering Carriers GmbH & Co. KG and BBC Chartering & Logistic GmbH & Co. KG shall be treated as a single party with joint and several liability under this Agreement.

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365 Canal Street
New Orleans, LA 70130-1112, U.S.A.

MACS Maritime Carrier Shipping GmbH & Co.
Große Elbstraße 138
22767 Hamburg, GERMANY

Ocean7 Projects ApS
Sdr. Havnegade 36
6000 Kolding, DENMARK

~~OXL n.v.~~
~~Vismijnstraat 23b~~
~~B8380 Zeebrugge, BELGIUM~~

Peter Döhle Schiffahrts KG
Elbchaussee 370
22609 Hamburg, GERMANY

NPC Projects A/S²
Tuborg Havnevej 18
1st Floor
2900 Hellerup, DENMARK

Rickmers-Linie GmbH & Cie. KG²
Neumühlen 19
22763 Hamburg, GERMANY

SE Shipping Lines Pte. Ltd.
1, Maritime Square, 11-23
Harbour Front Centre
099253 SINGAPORE

² NPC Projects A/S and Rickmers-Linie GmbH & Cie. KG shall be treated as a single party with joint and several liability under this Agreement.